

1. REQUISITION NUMBER PR SAR040309	PAGE 1 OF 42
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9. ISSUED BY	CODE	00092	10. THIS ACQUISITION IS	11. DELIVERY FOR FOB DESTINATION	12. DISCOUNT TERMS
DOT/Maritime Administration, SAR Acquisition			<input checked="" type="checkbox"/> UNRESTRICTED		10 days %
Office of Acquisition, MRG-7200			<input type="checkbox"/> SET ASIDE: 0.00% FOR	UNLESS BLOCK IS MARKED	20 days %
7737 Hampton Boulevard, Building 4D, Room 211			<input type="checkbox"/> SMALL BUSINESS	<input type="checkbox"/> SEE SCHEDULE	30 days %
Norfolk, VA 23505			<input type="checkbox"/> HUBZONE SMALL BUSINESS		days %
TEL: (757) 441-3245 ext.			<input type="checkbox"/> 8(A)	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
FAX: (757) 441-6080 ext.			NAICS: 336611	13b. RATING	
			SIZE STANDARD: Over 1,000	14. METHOD OF SOLICITATION	
				<input type="checkbox"/> RFQ	<input checked="" type="checkbox"/> IFB
					<input type="checkbox"/> RFP

17a. CONTRACTOR/ OFFEROR	CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY	CODE	7400
No Contractor Information Available					DOT/Maritime Administration, South Atlantic Region 7737 Hampton Blvd., Bldg. 4D, Room 211 Norfolk, VA 23505		

TELEPHONE NO.	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN <input type="checkbox"/> OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input checked="" type="checkbox"/>	27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED
<input type="checkbox"/>	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/>	ARE	<input type="checkbox"/>	ARE NOT ATTACHED

<p>28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES</p> <p><input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.</p>	<p>29. AWARD OF CONTRACT: REF. _____ OFFER</p> <p><input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:</p>
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED	
		Toni R. Kimbrough		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER				
<input type="checkbox"/> PARTIAL	<input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE							
							42b. RECEIVED AT (Location)			
							42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

Line Item Summary		Document Number	Title			Page
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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0001	Services	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0002	Liferaft Davit Weight Test	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0003	Lifeboat Weight Test	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0004	Gaylord Hood Service and Fire Extinguisher Inspection	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0005	Hobart Equipment	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0006	Additional Life Raft Rack Installation	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0007	Installation of New F.O. Meter	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0008	Miscellaneous Piping and Valve Repairs	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0009	Repair Engine Room Supply Fan Dampers	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0010	Installation of Additional Raised Manholes	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
0011	Repairs of Transverse Floors and Center Vertical Keel	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0012	Coating Repairs	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
Ref Req No: PRSAR040309						
0013	Supplemental Labor	04/22/2004 (03/22/2004 to 04/22/2004)	500.00	MH	\$	\$
The labor rate offered in Section B under the Supplemental Work CLIN shall be a yardwide composite labor rate and shall include all management, supervision, overhead, G&A, handling charges, freight and profit. The yardwide composite rate offered by the Contractor shall be binding during the entire period of this Contract for supplemental work which cannot be accurately described at this time and is not included in other CLIN specifications. The Government may order up to 50 percent more hours than are currently estimated in the CLIN at the same labor rate provided therein.						
0014	Supplemental Material	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	LOT	\$20,000.00	\$20,000.00
Supplies and subcontracts needed to complete authorizations for supplemental work will be direct reimbursable under the awarded contract; additional indirect charges will not be allowed. Any material handling charges are to be included in the Supplemental Labor rate.						
0015	Removal of Existing Work Boat Davit	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$
						OPTION PERIOD

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Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0016	Install New Work Boat Davit	04/22/2004 (03/22/2004 to 04/22/2004)	1.00	JOB	\$	\$ OPTION PERIOD
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REFERENCE: REQUISITION EMP-04-052

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COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far/current/html/FARMTOC.html>

Clause	Title	Date
1252.211-70	Brand Name or Equal	October 1996
1252.211-80	EVALUATION OF BRAND NAME OR EQUAL	March 2000
1252.217-74	Subcontracts	October 1994
1252.219-70	Small Business and Small Disadvantaged Business Subcontracting Reporting	June 1997
1252.247-82	SUPERVISION	February 2000
52.212-01	Instructions to Offerors--Commercial Items	January 2004
52.212-04	Contract Terms and Conditions--Commercial Items	October 2003
52.219-19	Small Business Concern Representation For The Small Business Competitiveness Demonstration Program	October 2000

2 1252.204-81 ELECTRONIC TRANSMISSION OF CONTRACTUAL DOCUMENTS FEBRUARY 2000

During the administration of this contract the Government anticipates the use of the National Business Center's (NBC) electronic commerce infrastructure at <http://ideasec.nbc.gov> to make electronic award of any resultant contract, contract modification, or orders to the contractor. In turn, the NBC site uses the Central Contract Register (CCR) Database at <http://www.ccr.gov> to obtain contractor email addresses and point of contact information. Accordingly the contractor must register and maintain their company information at the CCR site in the most up-to-date manner.

3 1252.210-80 PRE-AWARD SURVEY FEBRUARY 2000

A pre-award survey may be held with the apparent low bidder at the Contractor's facility at a time determined by the Contracting Officer after bid opening. As requested by the Contracting Officer, the bidder shall be prepared at the Preaward survey to present to the survey team, in a minimum of five (5) copies (or other number of copies established by the Contracting Officer and specified in the solicitation), the following items:

- (a) A list of major projects in progress or completed by him or his proposed subcontractors within the past 5 years.
- (b) A list of present commitments, including the dollar value thereof; estimated start and completion dates; the dollar value or percentage of subcontracting on each job; the organization under which the work is being performed; and name and telephone number of the Contracting Officer.
- (c) A copy of Bidder's latest financial statement, including the names of banks or other financial institutions with which the bidder conducts business, a bank contact (name and phone number), and consent for release of financial information from each institution (in writing, if necessary). If the financial statement is more than 60 days old, a certification must be furnished, signed by a company official responsible for financial and accounting matters, stating that the financial condition is substantially the same, or if not the same, the changes that have taken place. Such statement will be treated as confidential. In addition, a financial contact within the company (name and phone number) must be provided.

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(d) A preliminary schedule showing all major work features. This schedule is to show major milestones the Bidder intends to meet on the site work, buildings, mechanical and electrical services.

(e) A preliminary plan showing how the Bidder intends to perform the various features of the work. This plan is to include, but be not limited to, labor resources, material sources, and the capability of meeting material delivery and installation schedules, as well as the estimated dollar value or percentage of subcontracting to be performed. The Bidder shall discuss, in writing, his accomplishments on similar projects. The discussion shall include all key personnel, their experience and responsibility assignments during the course of the project, and how the Contractor plans to meet the Quality Assurance/Inspection requirements of the contract.

4 1252.216- SUPPLEMENTAL WORK REQUESTS
80

JANUARY
2003

(a.) In the complex world of ship repairs, supplemental work often emerges as a result of test, inspection, or discovery of unknown or otherwise differing conditions. The extent and nature of such supplemental work can neither be identified in bid or proposal specifications, and both parties recognize the possibility that such work may arise. Notwithstanding the possibility of the identification of such work, MARAD does not guarantee the award of any supplemental work during contract performance.

(b.) Although MARAD shall be under no obligation to award supplemental work during contract performance, MARAD has provided an estimate for labor (in labor hours) and material (in dollars) for such work in the Schedule (Section B of the solicitation under applicable supplemental work contract line item numbers (CLIN or CLINs)). The offeror shall specify an hourly composite billing rate in its bid or proposal for supplemental work labor. The composite labor-billing rate shall be the rate applicable to labor for all supplemental work that MARAD orders under the applicable supplemental CLIN of the resulting contract. Any supplies or subcontracts required to complete supplemental work will be charged as a direct cost reimbursable under the applicable supplemental work CLIN; additional indirect charges for materials and subcontracts will not be allowed.

(c.) During the performance of the contract, when conditions indicate a need for supplemental work, the Contracting Officer's Technical Representative (COTR) is empowered to provide technical direction, negotiate the amount of labor and material, and authorize the contractor to perform supplemental work through the issuance of a written authorization. The COTR will issue authorizations for supplemental work in accordance with the following:

(1.) When conditions make supplemental work appropriate, the COTR shall submit to the contractor a supplemental work request that identifies the work to be accomplished.

(2.) The Contractor shall promptly review each supplemental work request upon receipt and shall, within seventy-two (72) hours of issuance, or sooner, as specified by the COTR, provide the COTR with a proposed price for the supplemental work. Price proposals for all supplemental work must be broken down by labor hours, materials, and subcontracts and allocated to the applicable supplemental work CLIN as appropriate. The contractor shall price the supplemental work to be performed in accordance with the composite labor rate bid or proposed under the supplemental work CLIN in the contract. If necessary, the Contractor shall submit prices for subcontractors, which will be negotiated and treated as direct materials. Once the COTR and contractor agree on the technical direction and price to accomplish the supplemental work, the contractor and COTR shall sign the authorization for supplemental work, which shall be final and binding on the contractor and MARAD. Subject to paragraphs (c.)(3.) through (c.)(6.), if urgent circumstances do not permit waiting for a written authorization, the parties may orally agree and follow up with written confirmation.

(3.) Notwithstanding the preceding, the COTR shall not authorize and the contractor shall not accept individual supplemental work authorizations from the COTR in excess of the price ceiling established by the Contracting Officer pursuant to paragraph (d.)(10.). In addition, the COTR shall not authorize and the contractor shall not accept a supplemental work authorization from the COTR that, when combined with all previously authorized supplemental work under the contract, exceeds the amount of labor hours and materials specified in the applicable supplemental work CLINs.

(4.) If the contractor requests an adjustment to the contract completion date in its proposal for the supplemental work, the COTR must refer the issue to the Contracting Officer for resolution, which could include modifying the performance period of the contract. All supplemental work must be accomplished within the contract performance period. The COTR shall not authorize and the contractor shall not accept supplemental work authorizations from the COTR that cannot be completed within the contract performance period.

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(5.) If the COTR and contractor cannot agree upon the price, the time required, or any other term of a supplemental work request, the matter shall be referred to the Contracting Officer who may resolve the issue in accordance with the procedures contained in the Changes clause incorporated in the contract. Specifically, the Contracting Officer shall have the option of (i) directing that the Contractor perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, or (ii) withdrawing said supplemental work request. The Contractor's refusal to perform the work as directed by the Contracting Officer shall constitute an event of default under the default clauses of the contract. Disputed issues resulting from supplemental work unilaterally directed by the Contracting Officer may be handled under the disputes clause of the contract.

(6.) If the Contracting Officer directs the Contractor to perform the work at a price and within a time period determined by the Contracting Officer to be reasonable, the Contractor shall maintain and submit to MARAD on a daily basis, report sheets itemizing materials used, the costs and man hours of all labor (direct, indirect, and impact), production schedule activities affected by and/or related thereto, and charges for equipment, whether furnished by the Contractor, subcontractors or others. Material charges shall be substantiated by valid copies of materials and/or suppliers invoices. Such invoices shall be submitted with the daily report sheets or, if not available, as soon as reasonably practicable thereafter. Said daily reports shall also include an indication as to which specific schedule activity(ies) are affected by the order which are the subject of the daily report sheets. To the extent the contractor fails or refuses to submit the aforementioned daily report sheets on a daily basis, such failure or refusal shall constitute a basis for the Contracting Officer to suspend payment for work completed under the supplemental work until appropriate documentation required by the contract is provided.

(d.) The following rules apply to supplemental work authorizations:

(1.) The COTR shall authorize supplemental-work only during the period of performance of the contract.

(2.) All authorizations for supplemental work are subject to the terms and conditions of the contract and must be within the scope of the contract.

(3.) If mailed, an authorization is considered "issued" when MARAD deposits the order in the mail. Authorizations may also be issued orally, or by written communications, that is hand-delivered or sent by facsimile or electronic transmission. Oral orders must be followed up by written confirmation as soon as practicable thereafter.

(4.) Unless otherwise explicitly noted in the authorization for supplemental work, all authorizations for supplemental work are firm fixed price. The agreed upon price shall cover all costs including, but not limited to, direct and indirect labor and material, overhead, delay, acceleration, and disruption caused by the supplemental work. Where the parties are unable to agree that an order establishes mutually agreeable terms, the parties shall note the specific differences that are not agreed upon in the text of the proposed work authorization and refer the matter to the Contracting Officer for resolution pursuant to paragraph (c.)(5.).

(5.) Unless the contractor otherwise explicitly notes in the supplemental work authorization, in consideration of the price of the order, the Contractor remises, releases, and forever discharges MARAD, its officers, agents, employees, and sureties from any and all civil claims and requests for equitable adjustment whatsoever, relating to, arising out of, or connected with said supplemental work authorization. Such release is full and final settlement of all claims and requests for equitable adjustment relating to, arising out of, or connected with the work authorization, as modified, including, but not limited to, all impact claims such as delay, acceleration, disruption, and cumulative effects of the instant and all previously issued supplemental work authorizations. The executed work authorization constitutes a complete and final adjustment of the price and the delivery schedule.

(6.) When MARAD requires supplies or services covered by the contract in an amount less than the total value of the contract, MARAD is not obligated to award supplemental work for the balance of the price bid or proposed for supplemental work. The Contractor is not obligated to honor additional supplemental work in excess of the estimated labor hours identified in the Schedule. This subparagraph does not affect or change the Contracting Officer's authority under the changes clause of the contract.

(7.) Except for limitations of labor hours estimated in the Schedule, there is no limit to the number of supplemental work authorizations that may be issued. MARAD may issue supplemental work authorizations requiring delivery or performance in multiple locations, if the contract contemplates multiple locations.

(8.) In the event a supplemental work authorization covers a series of related procedures, the Contracting Officer may request the Contractor to furnish separate prices for each item of the work.

(9.) If not otherwise provided, the Contracting Officer may request at any time during performance of supplemental work a list of subcontractors performing work covered by the supplemental work, the dollar value of the respective subcontracts, and a description of the subcontracted work, and the contractor shall promptly provide the requested information.

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(10.) The COTR shall not issue and the contractor shall not accept supplemental work authorizations from the COTR that exceeds \$5,000.00.

5 1252.217- DEPARTMENT OF LABOR SAFETY AND HEALTH REGULATIONS OCTOBER
80 FOR SHIP REPAIRING 1994

Nothing contained in this contract shall relieve the Contractor of any obligations it may have to comply with--

(a) The Occupational Safety and Health Act of 1970 (29 U.S.C. 651, et seq.);

(b) The Safety and Health Regulations for Ship Repairing (29 CAR part 1915); or

(c) Any other applicable Federal, State, and local laws, codes, ordinances, and regulations.

6 1252.217- GUARANTEE JANUARY
81 1996

(a) In the event any work performed or materials furnished by the contractor prove defective or deficient within 60 days from the date of redelivery of the vessel(s), the Contractor, as directed by the Contracting Officer and at its own expense, shall correct and repair the deficiency to the satisfaction of the Contracting Officer.

(b) If the Contractor or any subcontractor has a guarantee for work performed or materials furnished that exceeds the 60 day period, the Government shall be entitled to rely upon the longer guarantee until its expiration.

(c) With respect to any individual work item identified as incomplete at the time of redelivery of the vessel(s), the guarantee period shall run from the date the item is completed.

(d) If practicable, the Government shall give the Contractor an opportunity to correct the deficiency.

(1) If the Contracting Officer determines it is not practicable or is otherwise not advisable to return the vessel(s) to the Contractor, or the Contractor fails to proceed with the repairs promptly, the Contracting Officer may direct that the repairs be performed elsewhere, at the Contractor's expense.

(2) If correction and repairs are performed by other than the Contractor, the Contracting Officer may discharge the Contractor's liability by making an equitable deduction in the price of the contract.

(e) The Contractor's liability shall extend for an additional 90 day guarantee period on those defects or deficiencies that the Contractor corrected.

(f) At the option of the Contracting officer, defects and deficiencies may be left uncorrected. In that event, the Contractor and Contracting Officer shall negotiate an equitable reduction in the contract price. Failure to agree upon an equitable reduction shall constitute a dispute under the Disputes clause of this contract.

7 1252.217- INDEMNITY AND INSURANCE NOVEMBE
82 R 2002

The Contractor shall indemnify and save and keep harmless the Government against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or property of others occurring in connection with the operations under this contract. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance. Such insurance to specifically include liability assumed by the Contractor under this contract.

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Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change as required to the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

The contractor shall provide at the Contractor's expense, within five days of request from the MARAD contracting officer, a copy of all original insurance policies. These may be sent by mail or facsimile machine.

8	1252.217- 83	INDEMNITY AND INSURANCE (ADDITIONAL)	JANUARY 2001
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(a) INDEMNITY

(1) The Contractor shall exercise reasonable care and use its best efforts to prevent accidents, injury or damage to all employees, persons and property in and about the work, and to the vessel or portion thereof upon which work is done.

(2) Except as provided elsewhere in this contract, including any guarantee clause, the MARAD assumes the risk of physical loss or damage to any part of the vessel, its machinery, equipment, stores, and other property including cargo if owned by the Government except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Contractor, its subcontractors, agents, or employees. The burden of proving freedom from fault shall be borne by the Contractor. Unless the loss or damage was caused by the willful misconduct of the Contractor, its executive officers, or superintendents the Contractor's liability under this Contract shall not exceed total damage to the ship or ships including total loss up to \$5,000,000 per accident or occurrence per vessel, and shall not exceed in the aggregate per accident or occurrence the sum of total damage to the ship or ships including total loss up to \$5,000,000 multiplied by the number of MARAD's vessels in the care, custody or control of the Contractor at the location and at the time of the accident or occurrence giving to the loss or damage.

(3) As to third parties, including, but not limited to, agents, employees or servants of the Contractor, or any subcontractor, the Contractor will defend, indemnify and hold harmless the Government, the vessel, its owners and charterers, from all claims, actions, suits, costs, demands and expense of all descriptions arising out of disease, illness, personal injury, death or property damage to any third party in any way related to or arising out of the performance of work under this contract except to the extent caused by the fault, error, act or omission, or negligence of the Government, its agencies or employees. The burden of proving fault of the Government, its agencies or employees shall be borne by the Contractor.

(4) As to loss and damage which are the responsibility of the Government, the Government shall be subrogated to any claim, demand, or course of action against third parties which exists in favor of the Contractor, and the Contractor shall, if required, execute a formal assignment or transfer of such claim, demand, or course of action, and shall aid in securing information, evidence, obtaining of witnesses, and cooperate with MARAD in all matters MARAD may deem necessary in defense of any claim, or suit or appeal from any judgment or in effecting indemnity, provided, further, that nothing contained in this paragraph shall create or give rise to any right, privilege or power in any person except the Contractor, nor shall any person (except the Contractor) be or become entitled thereby to proceed directly against the Government, its agencies or instrumentalities, or to join the Government, its agencies or instrumentalities, as a codefendant in any action against the Contractor brought to determine the Contractor's liability or for any other purpose.

(b) TYPES OF INSURANCE AND MINIMUM COVERAGE. The Contractor shall at its own expense, provide and maintain the following insurances during the entire performance of this contract.

(1) Workmen's Compensation, including Longshoremen & Harbor Worker's Act coverage - Covering all agents, servants, borrowed servants, statutory employees of Contractor for all compensation and other benefits required by applicable state and federal law or by governmental authority on account of injury, death, sickness or disease - Statutory - no minimum.

(2) Employers Liability - to cover both injury and death resulting from accident, sickness or disease - \$5 million bodily injury by accident, each accident - \$5 million bodily injury by disease each accident - \$5 million bodily injury by disease in the aggregate.

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(3) Maritime Employers Liability (Jones Act) to cover both injury and death resulting from accident, sickness or disease - \$5 million for each person per occurrence and \$5 million in the aggregate.

(4) Comprehensive General Liability to include coverage for (but not limited to) products and completed operations liability, property damage liability and contractual liability - \$5 million combined single per occurrence limit for bodily injury and property damage and \$5 million in the aggregate.

(5) Ship Repairers Legal Liability - coverage to be provided under the standard London or American Institute forms or their equivalent \$5 million per vessel, per occurrence or such other amount as may be requested.

(6) Pollution - sudden and accidental liability - \$5 Million per occurrence.

(c) All such insurance shall be subject to the approval of the Division of Marine Insurance and will contain thirty (30) calendar days advance notice of cancellation or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(d) FORM OF CONFIRMATION

(1) The pollution insurance may be a separate policy or part of the Comprehensive General Liability policy, but the coverage must be specifically shown on the required confirmation of insurance. Excess liability and umbrella liability policies may be used in the excess of primary policies to meet the minimum limit requirements. The United States of America shall be an additional assured in the Ship Repairs Legal Liability policy, Comprehensive General Liability Policy and Pollution Policy. Such policies shall contain a clause statement that there is no recourse against the United States of America for payment of premium. All such insurance shall be subject to the approval of the Division of Marine Insurance and must contain thirty (30) calendar days advance notice of cancellation (without disclaimer) or of any non-renewal which is the option of the insurer, said notice to be provided to the U.S. Department of Transportation, Division of Marine Insurance, MAR-575, Room 8117, 400 Seventh Street, S.W., Washington, DC 20590.

(2) The Contractor shall have its insurance broker provide a detailed certificate of insurance, cover note or policy confirming the above required coverage. The confirmation shall name the Contractor and United States of America as assureds and confirm the types of coverage, policy forms, policy periods, deductibles (if any) and underwriters with their percentage of participation. The N.Y. Suable Clause or Service of Suit USA Clause must be confirmed for any Foreign underwriter placements. The policy amounts, terms and conditions, deductibles and underwriters shall at all times be satisfactory to the Maritime Administration.

(e) The contractor shall insert the substance of this clause in subcontracts under this contract that require work on a Government installation.

9	1252.217- 85	INSPECTION AND MANNER OF DOING WORK	OCTOBER 2000
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(a) The Contractor shall perform work in accordance with the contract, any drawings and specifications made a part of the job order, and any change or modification issued under the Changes clause.

(b)(1) Except as provided in paragraph (b)(2) of this clause, and unless otherwise specifically provided in the contract, all operational practices of the Contractor and all workmanship, material, equipment, and articles used in the performance of work under this contract shall be in accordance with the best commercial marine practices and the rules and requirements of all appropriate regulatory bodies including, but not limited to the American Bureau of Shipping, the U.S. Coast Guard, and the Institute of Electrical and Electronic Engineers, in effect at the time of Contractor's submission of offer, and shall be intended and approved for marine use.

(2) When Navy specifications are specified in the contract, the Contractor shall follow Navy standards of material and workmanship. The solicitation shall prescribe the Navy standard whenever applicable.

(c) The Government may inspect and test all material and workmanship at any time during the Contractor's performance of the work.

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(1) If, prior to delivery, the Government finds any material or workmanship is defective or not in accordance with the contract, in addition to its rights under the Guarantee clause, the Government may reject the defective or nonconforming material or workmanship and require the Contractor to correct or replace it at the Contractor's expense.

(2) If the Contractor fails to proceed promptly with the replacement or correction of the material or workmanship, the Government may replace or correct the defective or nonconforming material or workmanship and charge the Contractor the excess costs incurred.

(3) As specified in the contract, the Contractor shall provide and maintain an inspection system acceptable to the Government.

(4) The Contractor shall maintain complete records of all inspection work and shall make them available to the Government during performance of the contract and for 90 days after the completion of all work required.

(d) The Contractor shall not permit any welder to work on a vessel unless the welder is, at the time of the work, qualified to the standards established by the U.S. Coast Guard, American Bureau of Shipping, or Department of the Navy for the type of welding being performed. Qualifications of a welder shall be as specified in the contract.

(e) The Contractor shall--

(1) Exercise reasonable care to protect the vessel from fire;

(2) Maintain a reasonable system of inspection over activities taking place in the vicinity of the vessel's magazines, fuel oil tanks, or storerooms containing flammable materials.

(3) Maintain a reasonable number of hose lines ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock or on a marine railway;

(4) Unless otherwise provided in the contract, provide sufficient security patrols to reasonably maintain a fire watch for protection of the vessel when it is in the Contractor's custody;

(5) To the extent necessary, clean, wash, and steam out or otherwise make safe, all tanks under alteration or repair.

(6) Furnish the Contracting Officer a "gas-free" or "safe-for-hotwork" certificate before any hot work is done on a tank;

(7) Treat the contents of any tank as Government property in accordance with the Government Property (Fixed-Price Contracts) clause; and

(8) Dispose of the contents of any tank only at the direction, or with the concurrence, of the Contracting Officer.

(9) Be responsible for the proper closing of all openings to the vessel's underwater structure upon which work has been performed. The contractor additionally must advise the Government of the status of all valve closures and openings for which the contractor's workers were responsible.

(f) Except as otherwise provided in the contract, when the vessel is in the custody of the Contractor or in dry dock or on a marine railway and the temperature is expected to go as low as 35 Fahrenheit, the Contractor shall take all necessary steps to--

(1) Keep all hose pipe lines, fixtures, traps, tanks, and other receptacles on the vessel from freezing; and

(2) Protect the stern tube and propeller hubs from frost damage.

(g) The Contractor shall, whenever practicable--

(1) Perform the required work in a manner that will not interfere with the berthing and messing of Government personnel attached to the vessel; and

(2) Provide Government personnel attached to the vessel access to the vessel at all times.

(h) Government personnel attached to the vessel shall not interfere with the Contractor's work or workers.

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(i)(1) The Government does not guarantee the correctness of the dimensions, sizes, and shapes set forth in any contract, sketches, drawings, plans, or specifications prepared or furnished by the Government, unless the contract requires that the Contractor perform the work prior to any opportunity to inspect.

(2) Except as stated in paragraph (i)(1) of this clause, and other than those parts furnished by the Government, and the Contractor shall be responsible for the correctness of the dimensions, sizes, and shapes of parts furnished under this agreement.

(j) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees or the work. At the completion of the work, unless the contract specifies otherwise, the Contractor shall remove all rubbish from the site of the work and leave the immediate vicinity of the work area "broom clean."

10	1252.223- 70	REMOVAL OR DISPOSAL OF HAZARDOUS SUBSTANCES- APPLICABLE LICENSES AND PERMITS	DECEMBE R 1997
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The Contractor certifies that it has ____ does not have ____ all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it must obtain all requisite licenses and permits within 15 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

11	1252.223- 71	ACCIDENT AND FIRE REPORTING	OCTOBER 1994
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(a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work which causes:

- (1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- (2) Damage of \$1,000 or more to Federal property, either real or personal;
- (3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- (4) Damage for which a contract time extension may be requested.

(b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

(1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

(2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

(c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

12	1252.223-	STANDARDS OF EMPLOYEE CONDUCT	FEBRUAR
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The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

13	1252.223- 82	ENVIRONMENTAL CONCERNS/ASBESTOS RELATED/HAZARDOUS MATERIALS/ PETROLEUM AND PETROLEUM PRODUCTS: ENVIRONMENTAL COMPLIANCE	FEBRUAR Y 2000
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The Contractor must recognize that MARAD vessels often contain hazardous substances, hazardous materials, petroleum and petroleum products, the handling, removal, storage, transportation and disposal of which is required in the performance of work. Such hazardous substances, hazardous materials, petroleum products include but are not limited to: Asbestos, used in heat and electrical insulation, brake linings, deck covering, boiler refractors, joiner work and other areas; mercury; petroleum products; hydraulic oils; liquid cargo products; lead in marine compounds, products and other areas; chromium; tin in anti-foulants and other areas; zinc; polychlorinated biphenyls (PCBs), found in some electrical cable, rubber gaskets, felt gaskets, thermal insulation material (fiberglass, felt, foam and cork), transformers, capacitors or voltage regulators, switches, reclosers, bushings, electromagnets, adhesives, tapes, oil (leaks, spills as well as electrical equipment, motor, anchor windlasses and hydraulic system containing oil), surface contamination of machinery and other solid surfaces, oil based paint, caulking, rubber isolation mounts, foundation mounts, pipe hangers, light ballasts and plasticizers, and other hazardous substances used aboard ship while in operation and/or in Phase IV maintenance.

In performance of the work by the Contractor, the most recent edition of any applicable statute, regulation, standard, or code shall be in effect. Where a conflict among requirements or specifications exist, the most stringent requirements shall be utilized.

HAZARDOUS SUBSTANCE/HAZARDOUS MATERIALS

The term hazardous substance has the meaning ascribed to it by 42 U.S.C. §9601(14). The term hazardous materials has the meaning ascribed to it by 49 CFR 171.8. The term hazardous material, is as defined for hazardous chemicals in 29 CFR 1910.1200.

Specific Requirement Standards: ASBESTOS

(a) All of the handling, removal, storage, transportation and disposal work shall be done in strict compliance with all applicable Federal, State and local statutes, regulations, standards, and codes governing asbestos, asbestos abatement, asbestos disposal and any other trade work done in conjunction with asbestos abatement including, but not limited to:

- (1) Occupational Safety and Health Administration (OSHA):
 - Title 29, CFR, Section 1910, Occupational Safety and Health Standards
 - Title 29, CFR, Part 1915, Occupational Safety and Health Standards for Shipyards Employment
 - Title 29, CFR, Part 1926, Safety and Health Regulations for Construction
 - Title 29, CFR, Section 1910.1200 Hazard Communication
 - Federal Register, dated June 20 and October 17, 1986, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rule. (29 CFR Parts 1910 and 1926)
- (2) Environmental Protection Agency (EPA)
 - Title 40 CFR Part 61, Subparts A and M (revised Subpart B) National Emission Standard for Hazardous Air Pollutants (Asbestos) and Part 763 Asbestos.
 - Title 40 CFR Part 63, National Emission Standard for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)
- (3) Maritime Administration (MARAD)

Action Plan for the Control of Asbestos Exposures and Uses in MARAD Programs.

NOTE: This action plan is available upon written request to:

Maritime Administration,
Office of Management Services, MAR-310
400 Seventh Street, SW., Room 7225
Washington, D.C. 20590

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ATTN.: Safety Officer.

OTHER HAZARDOUS MATERIALS AND HAZARDOUS, REGULATED AND SPECIAL WASTES

Safe, proper and lawful handling of hazardous substances, hazardous materials and petroleum products is the Contractor's responsibility whether or not it is identified as such in this contract or any attachment herein. The Contractor must determine for itself whether work specified in this contract requires the handling, removal, storage, transportation or disposal of hazardous substances, hazardous materials, petroleum products, and/or hazardous regulated or special wastes and price the bid or proposal accordingly. If available, MARAD will provide to the Contractor information regarding the existence and amount of any such material. No additional charges required for handling, removal, storage, transportation, or disposal of any hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes in the specified work will be allowed after award is made. Except to extent such additional changes result from the existence of hazardous substances, hazardous materials, petroleum products and/or hazardous, regulated or special wastes that could not have been reasonably anticipated. In the event of the discovery of such material, a condition report shall be issued. The cost of such additional work will be fixed at the unit price provided in the bid. The work can proceed only upon written approval by the Contracting Officer. Any modification to the contract that increases the requirement for the handling, removal, storage, transportation and disposal of asbestos or other hazardous substances, hazardous materials, petroleum products, and/or hazardous, regulated or special wastes will be included in the agreed cost of the modification of the contract.

All of the handling, removal, storage, transportation and disposal work is to be done in strict compliance with all applicable Federal, State and local regulations, standards, and codes governing environmental compliance, including, but not limited to the following:

1. ENVIRONMENTAL PROTECTION AGENCY (EPA) TITLE 40,

Part 50, National Primary and Secondary Ambient Air Quality Standards

Part 63 National Emission Standards for Hazardous Air Pollutants Subpart II National Emission Standards for Shipbuilding and Ship Repair (Surface Coating)

Part 82, Protection of Stratospheric Ozone

Part 110, Discharge of Oil

Part 112, Oil Pollution Prevention

Part 117, Determination of Reportable Quantities for Hazardous Substances

Part 122, EPA Administered Permit Programs: The National Pollutant Discharge Elimination System

Part 125, Criteria and Standards for the National Pollutant Discharge Elimination System

Part 261, Identification and Listing of Hazardous Waste

Part 262, Standards Applicable to Generators of Hazardous Waste

Part 279, Standards for the Management of Used Oil

Part 300, National Oil and Hazardous Substance Pollution Contingency Plan

Part 302, Designation, Reportable Quantities, and Notification

Part 355, Emergency Planning and Notification

Part 370, Hazardous Chemical Reporting: Community Right-to-Know

Part 372, Toxic Chemical Release: Community Right-to-Know

Part 761, Polychlorinated Biphenyls Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

Part 763, Asbestos

2. COAST GUARD (USCG) TITLE 33 CFR,

Part 153, Control of Pollution by Oil and Hazardous Substances, Discharge Removal

Part 154, Facilities Transferring Oil or Hazardous Material in Bulk

Part 156, Oil and Hazardous Material Transfer Operations

3. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Title 29 CFR,

Part 1910, Occupational Safety and Health Standards

Part 1915, Occupational Safety And Health Standards for Shipyard employment

Part 1926, Occupational Safety and Health Regulations for Construction

4. RESEARCH AND SPECIAL PROGRAMS ADMINISTRATION (RSPA) TITLE 49 CFR,

Subchapter C, Hazardous Materials Regulations

The Contractor shall be required to demonstrate a thorough knowledge of and satisfactory record of compliance with all applicable Federal, State and local environmental statutes, regulations, standards, codes and guidelines governing environmental compliance as part of the pre-award survey.

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The Contractor shall be responsible as the generator of all hazardous, solid, regulated and special waste that results from activities of the Contractor under this agreement. The Contractor is required to arrange for transportation and disposal of regulated waste generated during the ship's operational period if required by this contract. The Contractor shall be responsible for all permitting, reporting, transporting, documenting and /or disposing of said wastes and for obtaining all appropriate Environmental Protection Agency Identification Numbers and permits and/or state or local equivalent. In addition, the contractor shall be responsible for:

- (a) conducting required laboratory testing;
- (b) maintaining any and all required records;
- (c) filing any and all reports required by Federal, State or local statute, regulation, standard or guidelines to be filed by the Generator of such waste or the holder of such permits, or numbers; and,
- (d) complying with all applicable Federal, State and local statutes, regulations standards, codes, or guidelines.

The Contractor shall provide all documentation to the COTR pertaining to the sampling, analysis, storage, transportation and disposal of all wastes generated during the contract.

ENVIRONMENTAL MANAGEMENT PLAN

For all work performed, the Contractor shall submit to the designated MARAD COTR or representative, an acceptable hazardous material and hazardous waste management plan to the COTR within one week after award. An acceptable plan shall address, as a minimum, the following requirements:

- A. Environmental Protection Agency (EPA), State and local authority hazardous waste generator identification numbers or registration with the state or local equivalent, of the Contractor, his/her transporters, storage and disposal facilities (TSDFs).
- B. An inventory of all hazardous chemicals, compounds, and other agents brought aboard the vessel accompanied by their respective Material Safety Data Sheets. The Contractor shall provide and maintain the Material Safety Data Sheets for all hazardous materials in accordance with CFR 29 1910.1200.
- C. A list of all anticipated hazardous wastes to be generated and applicable reference to federal, state, and local regulations.
- D. Waste collection and containment procedures in accordance with 40 CFR 262.
- E. A hazardous materials spill and cleanup plan including tools and materials that will be on hand and readily available to facilitate containment and cleanup.
- F. Training certification for the environmental compliance manager and respective employees.
- G. The Contractor will identify and quantify the amount of hazardous waste generated in the course of the MARAD ship repair. Upon completion of the contract, cost and quantities will be summarized and forwarded to the Office of Environmental Activities MAR-820 Rm. 7209, 400 Seventh St., S.W., Washington, D.C. 20590 for annual OMB A-106 reporting requirements.

14	1252.232- 80	PROGRESS PAYMENTS UNDER COMMERCIAL SHIP REPAIR CONTRACTS	OCTOBER 2000
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- (a) In order for a Contractor to be considered for payment of progress payments, the Contractor must request, in writing, within five (5) federal working days after contract award, the inclusion of progress payments in the contract awarded as a result of the individual solicitation. Written requests must be accompanied by an itemized breakdown of the contract price for performing each item of work, as identified by each principle category of work in the specification. The breakdown will include the prorated portion of contract price for (i) direct labor, (ii) material, (iii) overhead, and (iv) any amount included for contingencies and profit. If the Contractor does not provide an itemized breakdown, progress payments will not be authorized. The Contracting Officer has sole discretion for approving the itemized breakdown and subsequent authorization of progress payments. If authorized, the specific contract will be modified to incorporate progress payments. Progress payments may be unilaterally suspended if unsatisfactory contract performance occurs. In the event that progress payments are suspended, contract payments will be made under the provisions of FAR 52.232-1 Payments (APR 1984).

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Pursuant to FAR 52.232-1, partial payments will only be permitted on a Contract Line Item (CLIN) basis. To be considered for partial payment, the CLIN must be 100% complete and inspected and accepted by the Government.

(b) The Government shall pay the Contractor the contract price as provided in this contract.

(c) For contracts 30 days or less in duration, the Government will not make progress payments. For contracts more than 30 days in duration, the Government shall make progress payments monthly as the work proceeds, or at other intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer and up to a limit of 80 percent of the total contract price. The Contractor shall furnish a breakdown of the progress schedule and total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments, in such detail as requested by the Contracting Officer. In the preparation of estimates the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration if -

(1) Consideration is specifically authorized by this contract; and

(2) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(d) Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that -

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

(4) This certification and any resultant payment is not to be construed as final acceptance by the Government of work performed by any subcontractor or contractor under this contract.

(Name)

(Title)

(Date)

(e) If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the unearned amount), the Contractor shall -

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in 31 U.S.C. 3903(c)(1)) equal to interest on the unearned amount from the date of receipt of the unearned amount until -

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

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(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(3) Pay back to the Government the aggregate of the unearned amount immediately upon receipt of a written demand by the Contracting Officer.

(f) If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full.

When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds.

Also, on completion and acceptance of each separate division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(g) All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as -

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(h) In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (f) above shall not apply to that portion of progress payments attributable to bond premiums.

(i) The Government shall pay the amount due the Contractor under this contract after -

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the

Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to

amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

15 1252.233- AGENCY PROTESTS
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(a) Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. At any time the Contracting Officer and Protestor are encouraged to employ the use of alternative dispute resolution techniques to resolve the protest. When this cannot be accomplished interested parties may submit an agency protest to the Contracting Officer set forth in the Service of Protest provision of this solicitation.

(b) Protests based on alleged apparent improprieties in a solicitation shall be filed before bid opening or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than 10 days after the basis of protest is known or should have been known, whichever is earlier.

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(c) Protests shall include the following information. Failure to substantially include any of the following may be grounds for dismissal of the protest.

- (i) Name, address, and fax and telephone numbers of the protester.
- (ii) Solicitation or contract number.
- (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
- (iv) Copies of relevant documents.
- (v) Request for a ruling by the agency.
- (vi) Statement as to the form of relief requested.
- (vii) All information establishing that the protester is an interested party for the purpose of filing a protest.
- (viii) All information establishing the timeliness of the protest.

(d) Upon receipt and review of the protest to determine that adequate information is contained therein, the Contracting Officer will acknowledge receipt of the protest and inform the protester of the expected decision date. The Contracting Officer shall render a decision on the protest within 30 calendar days or notify the protestor of an extended decision date.

(e) Upon receipt of the Contracting Officer's decision, the protestor may appeal the decision within 15 calendar days of decision receipt. The appeal will result in an independent review of the protest by the Head of the Contracting Activity, the Associate Administrator for Administration. The Head of the Contracting Activity will impartially review the protest as presented, taking into consideration all of the available information, and render a decision. To the extent permitted by law and regulation, the Head of the Contracting Activity shall request relevant information from both parties. The Head of the Contracting Activity will render a decision on the appeal within 15 calendar days of receipt. Agency appellate review of the Contracting Officer's decision on the protest will not extend GAO's timeliness requirements. Therefore, any subsequent protest to the GAO must be filed within 10 days of knowledge of initial adverse agency action (4 CFR 21.2(a)(3)).

(f) Upon receipt of a protest, the Contracting Officer shall follow the procedures set forth in the FAR Subpart 33.103 (f) with regard to contract award and continued performance.

16	1252.236- 81	SCHEDULES AND SCHEDULE UPDATES FOR SHIP REPAIR CONTRACTS	FEBRUAR Y 2000
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(a) The Contractor shall, within a period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer, with a copy to the COTR, for approval, an electronic copy or other format as directed by the Contracting Officer, a practicable, detailed schedule using appropriate project management software and technology, showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials and equipment). Format of the schedule and supporting information shall be in the electronic form and format directed by the Contracting Officer. The schedule shall include a summary in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a complete schedule package within the time prescribed, the Contracting Officer may withhold notice to proceed until the Contractor submits the required schedule.

(b) Periodically, with each invoice submitted, or at other intervals as directed by the Contracting Officer, the Contractor shall update the schedule showing the actual progress and estimated times and resources at completion compared with initial project elements. Failure to submit updated schedules with the invoice shall be grounds for the Contracting Officer's rejection of the entire invoice. The revised progress schedule information shall be delivered to the Contracting Officer in the format and at the times directed by the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the initial approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of facilities, and to submit for approval any supplementary schedule or schedules as the Contracting Officer deems necessary to demonstrate how the required rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

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(b) The Contractor, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed (i) any lien or (ii) any right in remedy of any kind, upon or against any vessel upon which work is being performed under this Agreement or against the United States of America or its agents, vessels, servants, or employees. This contractual provision governs notwithstanding any other provision of this contract.

(c) The Contractor, on behalf of itself, its agents, servants, and employees, and all persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation any subcontractors) hereby waives its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, or employees, whether known or unknown. The foregoing clause shall not prevent the Contractor's rights to proceed on this contract under the Contract Disputes Act.

(d) The Contractor shall pay when due all costs and expenses incident to the work performed by it or for its account. Neither the Contractor, nor its agents, servants, and employees, nor persons acting by, at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) shall have the power to incur any lien of any kind maritime or otherwise. Such entities shall not (i) create, incur, suffer, or permit to be placed or imposed upon any vessel (or portion thereof), any maritime lien or other lien or encumbrance or charge in any way arising from any act or omission or (ii) incur or allow their subcontractors to incur any debts, obligations, or charges upon the credit of the vessel or against the United States of America or its agents, servants, or employees.

(e) Although it is not intended that the Contractor shall have the power to incur such liens, the Contractor shall immediately discharge or cause to be discharged any lien or right in remedy of any kind, whether incurred by the Contractor or its subcontractors, other than in favor of the Maritime Administration, which at any time exists or arises in connection with the work done or materials furnished under this contract.

(f) If any lien or right in remedy is not immediately discharged, MARAD may discharge or cause to be discharged such lien or right in remedy at the expense of the Contractor. MARAD shall have the right to recoup or setoff such funds from any monies owing to the Contractor from any other MARAD contract or any other Government contract. Should a question exist whether there is a valid lien or right in remedy, among other rights, MARAD shall have the right to retain such funds as security without interest.

(g) From the start of work under this contract the Contractor shall cause a notice, reading as follows (or containing such other information as may be approved by MARAD), in plain type and of such size that the reading matter shall cover a space of at least 2 feet wide by 2 feet high in weather resistant paint to be placed and maintained by the gangway and shall read as follows:

"NOTICE TO SUBCONTRACTORS, MATERIALMEN, AND LABORERS

This vessel is owned by the United States of America, acting by and through the Maritime Administration.

The Contractor, and all persons acting by, (prime contractor), at the direction of, or on behalf of the Contractor (including, without limitation, any subcontractors) have no right, power, or authority whatsoever to create, incur, or permit to be placed or imposed any lien or right in remedy of any kind upon any vessel upon which work is being performed under this Agreement. The Contractor, its agents, servants, and employees, have no authority, either express or implied, to pledge the credit of said vessel."

(h) At the option of MARAD, the Contracting Officer may require that as a condition either for entry upon a vessel of the MARAD by any subcontractor or in order for any subcontractor to provide necessities to a vessel of the MARAD, that such subcontractor shall on behalf of itself, its agents, subcontractors, servants, and employees, and all persons acting by, at the direction of, or on behalf of such subcontractor waive its right to any maritime lien as well as any right in remedy of any kind based upon a maritime lien theory, upon or against any vessel upon which work has been, is being, or will be performed under this contract or against the United States of America or its agents, servants, and employees, known or unknown. The foregoing clause shall not prevent such subcontractor's right, if any, to proceed under the Contract Disputes Act.

(i) The foregoing clause shall not deprive MARAD of any of the rights or remedies which it has under the common law.

22 52.211-08 TIME OF DELIVERY

JUNE 1997

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

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The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

[OFFEROR'S PROPOSED DELIVERY SCHEDULE]

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

23 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH SEPTEMBE
AND DEVELOPMENT R 2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ 15,000.00 per calendar day of delay [Contracting Officer insert amount].

(b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

24 52.212-02 EVALUATION - COMMERCIAL ITEMS JANUARY
1999

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Total price for CLINS 0001 through 0014

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

25 52.212-03 **OFFEROR REPRESENTATIONS AND CERTIFICATIONS -** **JUNE 2003**
COMMERCIAL ITEMS.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

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(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual Gross
Number of Employees

☐ 50 or fewer
☐ 51--100
☐ 101--250
☐ 251--500
☐ 501--750
☐ 751--1,000
☐ Over 1,000

Revenues

☐ \$1 million or less
☐ \$1,000,001--\$2 million
☐ \$2,000,001--\$3.5 million
☐ \$3,500,001--\$5 million
☐ \$5,000,001--\$10 million
☐ \$10,000,001--\$17 million
☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

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(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--(1) Previous contracts and compliance. The offeror represents that--

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act"

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

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[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
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_____	_____
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[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.	
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[List as necessary]

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
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_____	_____
-------	-------

_____	_____
-------	-------

_____	_____
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[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
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_____	_____
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_____	_____
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[List as necessary]

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(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

26 52.212-05 **CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS.**

**OCTOBER
2003**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995, with Alternate I (OCT 1995) (41U.S.C. 253g and 10 U.S.C. 2402).

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___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C 657a).

X (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) of 52.219-5.

___ (iii) Alternate II (JUNE 2003) of 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7 Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii)___ Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

X (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212)

X (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

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___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C.6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a - 10d).

___ (22)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

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(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontractors that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

27 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING

APRIL 1985

(a) The bidder, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance
(Street, Address, City,
County, State, Zip Code)

Name and Address of Owner
and Operator of the Plant or
Facility if Other than Bidder

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28 52.219-02 EQUAL LOW BIDS

OCTOBER
1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

29 52.233-02 SERVICE OF PROTEST

AUGUST
1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Toni R. Kimbrough
Contracting Officer
7737 Hampton Boulevard
Building 4D, Room 211
Norfolk, VA 23505

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

30 52.245-04 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)

JUNE 2003

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

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(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

31 PERFORMANCE

The Contractor shall be required to submit all required insurance certificates within 5 calendar days following award. The Contractor shall not proceed with performance until the Contracting Officer issues a Notice to Proceed in writing. The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 calendar days following the commencement date designated in the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

32 SITE VISIT

Bidders are encouraged to inspect the vessel thoroughly before submitting bids. A vessel inspection visit has been scheduled at 10:00 a.m., February 24, 2004, at the T.S. EMPIRE STATE, SUNY Maritime College, 6 Pennyfield Avenue, Ft. Schuyler, Bronx, NY 10465. Contractors must schedule their visit with Mr. Gerry McNamara, Marine Surveyor, (212) 668-3339.

33 STATEMENT OF WORK

0001 SERVICES

1. Item Name: Services
2. Scope of Work:
 - 2.1 Intent. Furnish services as listed below during the Spring 2004 Package.
 - 2.2 Location. Various as required.
3. Work Description:

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3.1 Provide the services as listed below during the entire repair period.

3.1.1 Sufficient pierside diesel-driven air compressors to properly perform this contract.

3.1.2 Daily (Including Saturdays, Sundays and Holidays) removal and disposal of all garbage and debris generated by the contractor's workers. All work areas shall be cleaned on a daily basis.

3.1.3 Certified marine chemist's gas-free certificate before performing any hot work. All pertinent areas to be checked daily by a competent person. Any changes in conditions require a new certificate to be issued by the marine chemist.

3.1.4 Sufficient pierside welding generators to properly perform this contract.

3.1.5 Two (2) independent unrestricted NYNEX telephone lines to the vessel (Boat Deck-Room B-4) for the exclusive use of the COTR. One (1) line shall be equipped with a telephone and answering machine. The other line shall be equipped with a fax machine.

3.1.6 Not used.

3.1.7 Not Used

3.1.8 Prior to the start of work, the contractor shall cover all interior decks that will be traversed by the contractor's personnel. The covering shall be Herculite or similar covering that is fire retardant and secured with appropriate tape. The covering shall be renewed and resecured whenever it become worn or loose to maintain protection to the deck. This is particularly important on stairwells for safety reasons. The stairs are to be covered with individual pieces for each step. This should be checked and repaired as required on a daily basis and as needed. All covering material and tape to be removed upon the completion of all work. Final cleanup must be to the satisfaction of the COTR and the Chief Mate.

3.2 The contractor will not be provided any space on board for contractor's tools, materials or office equipment. Contractor shall provide his own trailer or trailers for this purpose, which may be placed on the pier. Exact location will be at the direction of the COTR.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's Rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0002 LIFERAFT DAVITS WEIGHT TEST

1. Item Name: Liferaft Davits Weight Test

2. Scope of Work:

2.1 Intent. Perform the annual weight test on the liferaft davits to the satisfaction of the attending USCG inspector.

2.2 Location. Port and Stbd. after U deck near frame #171.

3. Work Description:

3.1 Furnish all labor, material and equipment required to perform the annual weight test on the Port and Stbd. liferaft davits as required by the USCG. This test will be conducted in the presence of the attending USCG Representative, Chief Mate and COTR. All davits and falls shall be subjected to a full load suspension test. Dry weights shall be used to simulate rated capacity of 25-man raft @ 165lb/man.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's Rules and regulations.

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4.2 All work must be done to the satisfaction of the attending COTR.

0003 LIFEBOAT WEIGHT TEST

1. Item Name: Weight Test Lifeboats and Davits

2. Scope of Work:

2.1 Intent. Weight test all six (6) Motor Lifeboats and davits as specified in 46 CFR Subpart 91.25-15, and 167.35-15.

2.2 Location.

#1 & #2 Port & Stbd. U deck at frames # 90 - 104
#3 & #4 Port & Stbd. B deck at frames # 136 -148
#5 & #6 Port & Stbd. B deck at frames # 154 - 166

2.3 Identification.

#1 & #2 are Schat Model # 3100, each seats 145
#3 to #6 are Schat Model # 9.4MK4, each seats 76

3. Work Description:

3.1 Perform the periodic weight testing of all six (6) motor lifeboats.

All lifeboats, davits and falls shall be subjected to a full load suspension test as specified in 46 CFR (Code of Federal Regulations) subpart 91.25-15, and 167.35-15. Sand bags or other approved dry weights shall be used. The contractor shall supply a minimum of 1700 sand bags so that all boats can be tested consecutively with out having to shift the sand bags. All boats, except #2, shall be loaded with sandbags before the USCG arrives for testing. Water shall not be permitted for weight testing the boats. When, as directed by the COTR, operate and test the lifeboats' disengaging apparatus. The test will be conducted in the presence of attending USCG. The COTR will witness the test.

Upon completion of the tests, and prior to hoisting the lifeboats from the water, the sandbags or other approved weights used for testing purposes shall be removed from the boats. After removal, and approval by the Chief Mate of the cleanliness of the boats, the lifeboats shall be hoisted, stowed and secured at their respective stations to the satisfaction of the Chief Mate.

NOTE: BOATS CANNOT BE RAISED WITH WEIGHTS ONBOARD.

During the entire repair contract period, the vessel will be docked at the State University of New York Maritime College, 6 Pennyfield Ave., Bronx, N.Y. 10465 with the current mooring arrangement, Port side to. The lifeboat weight tests shall be accomplished in the following sequence:

A. Lifeboat #1 is to be tested first. After testing it is to be moved to a mooring inside the dock. Lifeboat #2 is to be tested (released) using the #1 set of davits. The #2 set of davits shall be weight tested using a spreader bar and weights supplied by MARAD. To perform these tests, lifeboat #2 shall be removed from its davit by a mobile crane and placed into the water. After the testing is completed, lifeboat #2 is to be reinstalled into its davits. The contractor is to furnish a suitable mobile crane

B. Lifeboats #4 and #6 on the Port side of the vessel require that the vessel be breasted and held away from the pier during the testing using the ship's mooring winches operated by the ship's crew. This testing shall be coordinated with the COTR and CHIEF MATE to arrange for the breasting operation.

3.2 Any problems are to be reported to the COTR by a condition report. Any additional work to be authorized by the COTR with a delivery order.

4. Performance Criteria / Deliverables:

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4.1 All work must comply with any applicable regulatory body's Rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR

0004 GAYLORD HOOD FIRE EXTINGUISHING SYSTEM

1. Item Name: Gaylord Hood Fire Extinguishing System

2. Scope of Work:

2.1 Intent. Conduct the annual inspection and servicing of the Gaylord Hood fire extinguishing system.

2.2 Location. Galley

2.3 Identification. Gaylord Hood

3. Work Description:

3.1 Obtain the services of a USCG approved fire extinguishing inspection firm. Have the firm conduct the periodic annual testing of the Gaylord Hood Fire Extinguishing System.

3.2 After the system has been checked and inspected, prepare and submit a condition report to the COTR. The report shall be included with the recommended repairs necessary to place the system in good operational condition.

3.3 Upon completion of a preliminary inspection, a final inspection shall be performed in the presence of the COTR and the attending USCG Inspector.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's Rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0005 HOBART EQUIPMENT SERVICE

1. Item Name: Hobart Equipment Service

2. Scope of Work:

2.1 Intent. Furnish a technician to service our galley equipment manufactured by HOBART.

2.2 Location. Galley

2.3 Identification. Model 1712R Slicer, Serial # 00 56890950
Model L 800 Mixer, Serial # 00 11420476

3. Work Description:

3.1 Furnish a technician to service our HOBART galley equipment. It is recommend Hobart Corp. of Valley Cottage, N.Y. be contacted as source of tech rep.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's Rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR

0006 ADDITIONAL LIFE RAFT RACK INSTALLATION

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1. Item Name: Additional life raft rack installation

2. Scope of Work:

2.1 Intent. Rearrange the existing layout of the davit-launched life rafts to allow for the installation of six (6) new (vessel furnished) raft stowage racks. The existing stowage systems, port and stbd., shall be removed from the deck, all areas ground smooth and primed with a suitable epoxy primer.

The new rack arrangement consists of two (2), three raft racks and one (1), two raft racks, each side of vessel, in way of raft launching davits.

To allow for the new rack arrangement, the existing jacobs' ladder stow boxes are to be relocated (and rewelded to the deck) as directed by the COTR and Chief Mate.

Upon completion of all burning and welding, areas of damaged coatings are to be wire-brushed and primed with a suitable epoxy primer as approved by the COTR.

3. Performance Criteria / Deliverables:

3.1 All work must be to the satisfaction of the COTR.

0007 INSTALLATION OF NEW F.O. METER

1. Item Name: Install new F.O. meter.

2. Scope of Work:

Replace existing fuel oil meter with a new vessel-furnished unit. The new unit is smaller in its flange to flange dimension which requires an existing 2 ½" x 1 ½" inch reducer/elbow to be modified (lengthened approx. 7 inches).

3. Work Description:

Furnish labor and material required to install a new vessel-furnished Fuel Oil Meter.

The existing flange/elbow/reducer/flange fitting on the outlet side of the meter is to be modified to suit the smaller flange to flange dimension of the new meter.

The meter shall be installed using new fasteners and gaskets.

4. Performance Criteria / Deliverables:

4.1 All work must comply with applicable regulatory body rules and regulations.

4.2 All work must be done to the satisfaction of the COTR.

0008 REPAIR ENGINE ROOM SUPPLY FAN DAMPERS

1. Item Name: Repair Engine Room Supply Fan Dampers

2. Scope of Work:

Repair three sets of engine room dampers. Dampers are presently frozen and are to be "freed-up." Several fusible links in the damper controls are broken and require replacement.

3. Work Description:

Furnish labor and material to accomplish the following:

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3.1 Free-up the three sets of engine room supply fan dampers located in the upper engine room. Each damper assembly is approximately 5 ft. square.

3.2 As part of this item, the contractor shall provide a condition report relative to the number of fusible links requiring renewal.

4. Performance Criteria / Deliverables:

4.1 All work must be done to the satisfaction of the COTR.

4.2 Additionally, completion of work shall be determined by a demonstration of smooth, manual operation of damper assemblies to the C/E and the COTR.

0009 MISC. PIPING AND VALVE REPAIRS

1. Item Name: Misc. piping and valve repairs.

2. Scope of work:

2.1 Intent: Repair various drain line piping systems in the Engine Room.

3. Work Description: Furnish labor and material to accomplish the following items:

3.1 Renew approximately 8ft of 1 ½ inch , sch. 80 blk steam drain @ Fr. 135 , operating level of the E.R.. Welded fittings shall be used.

NOTE : The drain to be renewed is located behind the F.O. htr. relief and recirc. line which must be removed to gain access to the drain line.

3.2 Replace the desuperheater drain valve on the Port boiler. The valve is ½", 600 lb. rated globe valve, flanged within a flanged spool piece. Valve is to be installed using new fasteners and appropriate high pressure gaskets.

3.3 Install a salt water tie-in to the anchor windlass Oil cooler, located in the anchor windlass room (forecastle). The Contractor shall stub into the fire main by means of a weld-o-let install approx. 30 ft. of 1-inch sch. 80 black pipe, with 300# welded fittings; additionally install 2 1-inch all bronze valves, flanged, to act as isolation valves for the cooler as directed. Additionally, a 1-inch weld-o-let is to be mounted on the hull shell to provide an overboard discharge.

3.4 Renew the cooling water manual by-pass valves on the main refrigeration, the A/C and the domestic refrigeration condenser salt water cooling lines. Total of six (6) valves are to be replaced. Valves are to be 1-inch, all bronze, globe valves, with union, sil-brazed ends.

3.5 Renew the fasteners in various 8 and 10-inch flanges in the engine room bilges as directed by the COTR. For bidding purposes, provide price for 15 10-inch flanges. New nuts and bolts are to be provided.

3.6 Furnish and install one, 4 inch, all bronze globe flanged gate valve, rising stem on the emergency fire pump discharge in shaft alley; new nuts/bolts and gaskets shall be used.

4. Performance Criteria / Deliverables:

4.1 All work to comply with any applicable Regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0010 INSTALL ADDITIONAL RAISED MANHOLES

1. Item Name: Install Additional Raised Manholes

2. Scope of Work:

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2.1 Intent: Install six (6), vessel furnished additional manholes with bolted covers as directed by COTR. (The additional man-ways are to provide increased access for men/material and ventilation.)

2.2 Location: Shaft alley in way of #5A, port and stbd. double bottoms, #6, port and stbd. double bottom tanks, and VOID space double bottom; all within the tank top area.

3. Work Description:

3.1 Furnish all labor and material to install six (6) raised coaming manhole/ cover units. Actual installation locations shall be as directed by the COTR. Locating holes (6) shall be cold drilled to allow initial testing by a certified Marine Chemist, to insure the spaces are safe for man/fire, prior to any hot work. The coamings are to be fully welded, inside and out, prior to cutting the actual access openings. The welding sequence used to secure the coamings to the tank top will be such that warping of the coaming shall be held to a minimum. CONTRACTOR shall be responsible for initial venting of spaces and maintaining a "safe for man" environment through the repair period.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory bodies Rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

0011 REPAIRS TO TRANSVERSE FLOORS AND CENTER VERTICAL KEEL

1. Item Name: Repairs to transverse floors and center vertical keel in way of double bottom ballast tanks and double bottom void in Shaft Alley.

2. Scope of Work:

2.1 Intent: To crop and insert transverse floors and center vertical keel in way of ballast tanks.

2.2 Location: Double bottom tanks and void space in shaft alley.

3. Work Description:

3.1 Transverse floors in way of No. 5A Double Bottom, port, approximately Frames 158>171 are to be inserted. These transverse floors are to be cropped and renewed using ½" steel plate. The size of each is approximately 18x36 inches. Each floor is to be cropped at the connection to the hull plate between existing limber holes (approx. width is 36") and vertically up 18 inches up from the hull. All welding performed shall be made with "low-hydrogen welding rod ("7018") to compensate for the low steel temperature. All steel plate shall be ASTM grade A36/ABS and shall be shop-blasted and primed.

3.2 Transverse floors in way of No. 6 double bottom , port and starboard, frames 171> 191, are to be inserted. These transverse floors are to be cropped and renewed as directed by the COTR. Steel plate for inserts shall be ½" thick, ASTM grade A36/ABS. The size of each insert is approximately 18x36 inches. Each floor is to be cropped at the connection to the hull plate, between existing limber holes; (approx. width is 36") and vertically 18" up from the hull connection. All welding shall be made using low-hydrogen ("7018"). All new steel plate is to be shop-blasted and primed.

3.3 CVK in way of No, 6 double bottom, frames 171>191 is to be inserted as directed by the COTR. The CVK is to be cropped and renewed using 9/16" ASTM grade A36/ABS steel plate which has been shop-blasted and primed prior to installation.

3.4 Transverse floors in way of AFTER DOUBLE BOTTOM VOID, frames 191>204 shall be renewed (cropped and inserted) using ½" ASTM grade A36/ABS, which has been shop -blasted and primed. The floors are to be cropped similar to floors inway of #5A DB and #6 DB, using 18x36 inch inserts.

4. Performance Criteria / Deliverables:

4.1 All work must comply with any applicable regulatory body's rules and regulations.

4.2 All work must be done to the satisfaction of the attending COTR.

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0012 COATINGS REPAIR

1. Item Name: Coatings repair
2. Scope of Work:

2.1 Intent upon completion of welding of new steel in tank/void area, all new steel shall be stripped in way of new welding (welds are to wire-brushed to remove remaining slag; also, the steel is to be wiped down to remove smoke traces) and coated with an epoxy paint suitable for use in ballast tanks; color and paint vendor is to be approved by the COTR.

OPTIONAL ITEMS:

0015 REMOVAL OF WORK BOAT DAVIT:

1. Scope of Work:

1.1 Remove the existing the existing work boat davit from the starboard main deck as directed. The davit pieces shall be removed to scrap. The existing electric feed to the motor controller disconnect box is to remain intact for future use.

1.2 Upon completion of the davit removal, the deck surface in way of the removal shall be ground smooth and coated with two (2) coats of epoxy primer as approved by the COTR.

0016 INSTALL RESCUE BOAT DAVIT:

1. Scope of work:

1.1 Install the vessel furnished rescue boat as per vessel furnished drawings. The davit is to be installed starboard, weather deck at the approximate site of the work boat davit. The davit shall be tested as per manufacturer's and USCG and ABS requirements. NOTE: Vessel furnished drawings shall be available to site visit attendees, as well as copies of the testing requirements.

1.2 Upon completion of all work, all areas of disturbed coatings in way of the installation work shall be power wire brushed and cleaned of weld spatter, smoke, etc., and coated with two (2) coats of epoxy premier.

2. Performance Criteria / Deliverables:

- 2.1. All work must comply with any regulatory body rules and regulations.
- 2.2. All work must be to the satisfaction of the attending COTR.